

**BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO.: 2020-233-T**

**SWAMP RABBIT MOVING, LLC for a
Class E (Household Goods) Certificate of
Public Convenience and Necessity for
Operation of Motor Vehicle Carrier**

**PREFILED DIRECT TESTIMONY OF
CHRISTOPHER SWEET**

1. **Q.** Please state your name, employer, and business address.
2. **A.** My name is Christopher Sweet. I am the sole member of Applicant, Swamp Rabbit Moving, LLC (“Applicant” or “Swamp Rabbit”) located at 8306 Glen Forrest Road, Greenville, South Carolina 29607.
3. **Q.** What is the purpose of your testimony?
4. **A.** I am testifying in support of Swamp Rabbit’s Application for a Class E Certificate of Public Convenience and Necessity with statewide authority.
5. **Q.** Is Swamp Rabbit organized to transact business in the State of South Carolina?
6. **A.** Yes, Swamp Rabbit is a South Carolina Limited Liability Company established May 12, 2020. A copy of a certificate of good standing was filed with Swamp Rabbit’s application, and the company remains in good standing.
7. **Q.** How did you become associated with Swamp Rabbit?
8. **A.** I am the founder and sole member of Swamp Rabbit.
9. **Q.** Please tell the Commission about your education and work history?
10. **A.** I have an associate’s degree in Welding. I worked as a Supervisor at Tiger Moving, LLC for four years. While there I was the highest-ranking supervisor. I would supervise

the crew, quote jobs for potential customers, and communicate with customers during the process.

11. Q. **Please describe the services Swamp Rabbit would like to provide.**

12. A. Swamp Rabbit will provide all services associated with household goods moving, such as packing, unpacking, and physical labor.

13. Q. **Do you have any experience providing moving services?**

14. A. Yes. As stated above, I worked for Tiger Moving, LLC as their highest-ranking supervisor. I would handle various tasks managing crews and handling customer relations.

15. Q. **How many employees will Swamp Rabbit have?**

16. A. Swamp Rabbit Moving, LLC currently has 12 employees.

17. Q. **How will you train your employees?**

18. A. Swamp Rabbit Moving, LLC trains our employees through videos and hands-on experience. We are devoted to extensive training to ensure nothing but the best moving services to our customers.

19. Q. **Does Swamp Rabbit own or lease any vehicles?**

20. A. Yes, presently, Swamp Rabbit owns two (2) trucks; a 1995 Ford C700 and a 2005 International 4300

21. Q. **Does Swamp Rabbit plan to acquire other vehicles?**

22. A. Swamp Rabbit Moving, LLC plans on acquiring new trucks by purchasing them outright.

23. Q. **Will Swamp Rabbit be insured?**

24. A. Swamp Rabbit Moving, LLC is currently insured. We meet all the SC and nation-wide requirements and exceed the requirements by a substantial amount in the cargo

insurance. We also have general liability insurance to ensure our customers are fully protected.

25. Q. Has Swamp Rabbit submitted a tariff?

26. A. Yes, Swamp Rabbit has submitted a tariff and a copy of the tariff is attached to my testimony as Exhibit A.

27. Q. How will you quote the cost of a move to a customer?

28. A. Swamp Rabbit Moving, LLC will quote jobs via phone, on-site estimate, or via email. We do a comprehensive inventory checklist to ensure we quote accurately.

29. Q. Does Swamp Rabbit have a Bill of Lading?

30. A. Yes, I've attached a Bill of Lading form to my testimony as Exhibit B.

31. Q. Will Swamp Rabbit provide a Bill of Lading for each move it conducts?

32. A. Yes.

33. Q. Why do you believe there is a need for Swamp Rabbit's services in South Carolina?

34. A. I believe there is a huge need for our services, especially in the greater Greenville area. Greenville is growing rapidly and I truly believe we will bring a different touch and more consumer-friendly approach to the moving industry in the Greenville area. We are laser-focused on providing top tier service to all of our customers.

35. Q. How will Swamp Rabbit reach its customers?

36. A. Swamp Rabbit Moving will be reaching customers through networking, marketing, and word of mouth.

37. Q. Is Swamp Rabbit able to provide service to the public?

38. A. Yes. As shown on our application, Swamp Rabbit is financially viable.

39. Q. Are there any outstanding court orders or judgments against Swamp Rabbit or you, personally?

40. A. No.

41. Q. Are you aware of any complaints filed against Swamp Rabbit or you with the Better Business Bureau, the Chamber of Commerce, or any state or municipal court or agency?

42. A. No.

43. Q. Have you ever been convicted of a crime?

44. A. No.

45. Q. Are you familiar with, and do you agree to comply with, the statutes and regulations that govern the operation of intrastate household goods movers in South Carolina?

46. A. Yes, and Swamp Rabbit will comply with them.

47. Q. Have you published a notice of Swamp Rabbit's application?

48. A. Yes. A notice of application was published in *The State* newspaper on December 3, 2020, and an affidavit of publication has been filed with the Commission.

49. Q. What is Swamp Rabbit's plan for the next five years?

50. A. Swamp Rabbit's five-year plan is to have 15 operational trucks for local and long-distance moves, which will generate jobs for 50 plus South Carolina citizens.

51. Q. Does this conclude your testimony?

52. A. Yes.

EXHIBIT A

Swamp Rabbit Moving, LLC

South Carolina Household Goods Tariff

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO CERTAIN INTRASTATE
HOUSEHOLD GOODS MOVES WITHIN THE STATE OF SOUTH CAROLINA**

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Swamp Rabbit Moving, LLC

South Carolina Household Goods Tariff

Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Swamp Rabbit Moving, LLC. These services are furnished between points and places in the state of South Carolina.

SECTION 1**1.0 Transportation Charges**

Transportation Charges will be \$1.50 per mile from the truck lot to the start location, to the final location, and back to the truck lot.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The cost starts at the appropriate hourly rate when the customer signs the Swamp Rabbit Moving, LLC contract at the beginning of the job, and time is finished when the movers have completed the job. There is a 2 hour minimum price for all moves.

Number of Movers	Hourly Rate
Two movers and one truck (Monday through Thursday)	\$100
Two movers and one truck (Friday through Sunday)	\$110
Each additional mover	\$35
Each additional truck	\$30

1.2 Office Hours / Minimum Hourly Charges

Swamp Rabbit Moving, LLC will operate Monday through Friday 8:00 AM to 8:00 PM and Saturday and Sunday 8:00 AM to 8:00 PM.

Monday-Sunday	Two hour minimum Charge
Holidays	Two hour minimum Charge

SECTION 2**2.0 ADDITIONAL SERVICES**

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items.

2.1 Bulky Article Charges (per item) Not exceeding 400 pounds.

Gun Safe \$100
Upright Piano \$100

2.2 Elevator or Stair Carry

Swamp Rabbit Moving, LLC

South Carolina Household Goods Tariff

Swamp Rabbit Moving, LLC does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.3 Excessive Distance or Long Carry Charges

Swamp Rabbit Moving, LLC does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery

Swamp Rabbit Moving, LLC does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.5 Packing and Unpacking

2.5.1 Swamp Rabbit Moving, LLC does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the price of packing materials.

Small Box \$2.00
 Medium/Large Box \$3.00
 Wardrobe Box \$18.00
 Tape \$2.00 per roll
 Bubble Wrap \$20.00 per roll
 Packing Paper \$20.00 per sleeve
 Furniture Pad \$10.00

2.5.2 Swamp Rabbit Moving, LLC is not responsible for items packed by the customer. Boxes contain gin fragile or breakable items must be properly labeled. Swamp Rabbit Moving, LLC reserves the right to decline any moves consisting fo extremely large or fragile items.

2.6 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connections of appliances such as freezers, refrigerators, computer equipment, washer, dryers, televisions, and similar articles.

2.7 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of Swamp Rabbit Moving, LLC. For example, if the crew is there and ready to go, but they have to wait for customer to arrive or allow service to begin, the customer will be charged the hourly rate. If there is time in between the load and the unload, customers will be charged down time which is ½ the hourly rate. For example, if the customer is closing on a new home this can create a time gap in moving services, for this gap time or down time for the movers the customer will be charged ½ of the hourly rate.

2.8 Overnight Storage

The customer can store goods overnight for a fee of \$150 for each night, per truck load. If the goods are stored after 12 pm the next day there will be a \$150 fee per truck load.

SECTION 3**3.0 RULES AND REGULATIONS****3.1 Claims and Insurance**

3.1.1 All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.

3.1.2 Claimant must notify carrier of all claims for concealed damage within 30 days of the move. Swamp Rabbit Moving, LLC must be given reasonable opportunity to inspect damaged items.

3.1.3 Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Swamp Rabbit Moving, LLC reserves the right to repair the damage(s) in question. If we determine that damages can not be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Swamp Rabbit Moving, LLC immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.1.4 Standard Insurance is the Standard South Carolina Mover's Transit Coverage will be automatically applied to all articles at a compensation rate of \$0.60 per pound. Everything is valued at \$0.60 per pound against damage during the move. For example: if a chair weight 10 pounds and is broken during the move, regardless of the value, the settlement will be \$6.00 based on the policy. This is the standard minimum coverage in the moving industry.

3.1.5 Premium Insurance will be offered at the beginning of each move for \$100 per truck load. Swamp Rabbit Moving, LLC will pay and/or coordinate repairs for damaged items (up to \$500 per damaged item). If repairs are not possible, Swamp Rabbit Moving will reimburse the customer for the current value of the damaged item using straight-line depreciation and industry standard depreciation schedules (up to \$500 per damaged item). For example, the value of a used chair that damaged during the move will be determined by its current market value using straight line depreciation or the cost to repair said item, whichever is lower. This coverage does not include the functionality of any appliance or electric devise as there is no way to pre-test functionality.

3.1.6 Exclusions to the premium coverage are the following: refrigerators, appliance, particle board furniture, exercise equipment, wood floors, laminate flooring, glass furniture items, contents of containers not packed by our movers, the customers home, building or land of any sort, bicycles, ceramics, plants, lamps and lamp shades, vacuum cleaners, electronics, marble, glassware of any kind, pictures, or mirrors. We are not liable for damaged functionality fo appliance resulting from disassembling, assembling, or transporting. We are not responsible for water leaks. In some cases, tracking soil onto flooring is inevitable, thus we are not responsible for any resulting damage. Our liability for damage on "load only" jobs (no transportation of goods performed by Swamp Rabbit Moving) terminates once the truck has been loaded. Any of these items if damaged will default to the standard coverage of \$0.60 a pound.

Swamp Rabbit Moving, LLC

South Carolina Household Goods Tariff

3.2 Computing Charges

Swamp Rabbit Moving, LLC rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

3.3 Governing Publications

Swamp Rabbit Moving, LLC rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

Swamp Rabbit Moving, LLC does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading, stamps revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Swamp Rabbit Moving, LLC will not accept responsibility for safe delivery of such articles if they come into Swamp Rabbit Moving, LLC's possessions with or without Swamp Rabbit Moving, LLC's knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Swamp Rabbit Moving, LLC's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

Swamp Rabbit Moving, LLC shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of unforeseen events.

EXHIBIT B

Customer Approval:

By signing this form you approve all spelling, format and colors as shown for production. Please Fax to 631-582-8995 Customer Signature _____

MILBURN PRINTING • 800-999-6690 • www.milburnprinting.com

Combined Uniform Household Goods Bill of Lading and Freight Bill

US DOT #3449704

MC #1163908

PSC# _____

SWAMP RABBIT MOVING LLC

310 KRAMER CT.

GREER, SC 29650

864.643.2213

Name _____ Tel. _____ From _____ Apt. _____ To _____ Apt. _____ Other Stops _____ Moving Date _____ Day _____ Time _____ AM PM	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">TIME RECORD</th> </tr> <tr> <td>Start _____</td> <td>AM PM _____ Customer Initials _____</td> </tr> <tr> <td>Finish _____</td> <td>AM PM _____ Customer Initials _____</td> </tr> <tr> <td colspan="2">JOB HOURS _____</td> </tr> <tr> <td colspan="2">TRAVEL TIME _____</td> </tr> <tr> <td>TOTAL HOURS</td> <td style="border: 1px solid black; width: 100px; height: 40px;"></td> </tr> </table>	TIME RECORD		Start _____	AM PM _____ Customer Initials _____	Finish _____	AM PM _____ Customer Initials _____	JOB HOURS _____		TRAVEL TIME _____		TOTAL HOURS	
TIME RECORD													
Start _____	AM PM _____ Customer Initials _____												
Finish _____	AM PM _____ Customer Initials _____												
JOB HOURS _____													
TRAVEL TIME _____													
TOTAL HOURS													

Moving Rate: _____ Vans _____ Men @ \$ _____ Per Job Hr., Plus _____ Hrs. Travel Time

ESTIMATE OR REMARKS	RATES AND DESCRIPTION	CHARGES
(Approx. estimate-packing date-Instructions on job-or other info.)	MOVING _____ hours @ \$ _____ per hr.	
	OVERTIME _____ hours @ \$ _____ per hr.	
	CARTAGE _____ cu. ft. @ \$ _____ per cu. ft.	
	WEIGHT _____ lbs. @ \$ _____ per lb.	
	PIANO CHGS. _____	
	OTHER _____	
	_____ Barrels, packed @ \$ _____ each	
	_____ Barrels, loaned @ \$ _____ each	
	_____ Wardrobes @ \$ _____ each	
	_____ Cartons or boxes @ \$ _____ each	
	_____ Matt cartons @ \$ _____ each	
	Other _____	
	Whse. Labor chgs. _____	
	Storage chgs. _____	
	Other _____	
	Carrier Liability; shipper declares the full value of the shipment for the purpose of carrier liability to be:	
	Amt. \$ _____ @ \$ _____ per \$100.00	
	TOTAL CHARGES	
	Advance Deposit	
	BALANCE DUE	
	RECEIVED PAYMENT	
	MOVER: SWAMP RABBIT MOVING LLC.	
	BY: _____	

VALUATION
 Customer (Shipper) is required to declare in writing the released value of the property. The agreed or declared value of the property is hereby specifically stated by the customer (shipper) and confirmed by their signature hereon to be NOT exceeding 60 cents per pound per article unless specifically excepted. The Customer (Shipper) hereby declares valuations in excess of the above limits on the following articles:
SHIPPER - IMPORTANT - READ WHAT YOU ARE SIGNING

X

Article

Value

IMPORTANT

(SIGN BEFORE START OF ANY SERVICE)

The Shipper, subject to and based on the rates, rules, regulations, and conditions in the carriers lawfully published tariff hereby orders the carrier to furnish transportation facilities and service described herein subject to all conditions herein contained including valuation agreed or declared and the conditions on the back hereof which are hereby agreed to by the Shipper and accepted for himself and his assigns. Unless credit arrangements are made in writing the Shipper agrees to pay charges in cash, money order or certified check prior to complete delivery.

CUSTOMER: _____

BY: _____

MOVER: **SWAMP RABBIT MOVING LLC.**

BY: _____

DELIVERY RECEIPT

Except as specifically endorsed hereon
 All services and All articles received in Good Condition

CUSTOMER: _____

BY: _____

TERMS: Charges Payable in Cash, Money Order, or Certified Check on Delivery.

CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

EXCEPTIONS TO ABOVE LIABILITY FOR MECHANICAL, ELECTRICAL OR OTHER OPERATION OR FUNCTIONING, DELAYS, QUARANTINE, STORAGE-IN-TRANSIT OR CONTENTS OR PIECES OR CONTAINERS.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation, the act or default of the shipper or owner, the nature of the property or defect or inherent vice therein. Except in case of negligence of the carrier or party in possession of all or any of the property herein described shall be liable for the loss or damage thereto or responsible for its condition, operation or functioning, whether or not such property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in cases of negligence of the carrier or its party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such containers are open for carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in cases of negligence of the carrier or party in possession, the carrier or party in possession of any of the property herein described shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property.

(e) In case of quarantine the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations. or authorities, and in such case, carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's officers, or agents, or employees, nor for detention, loss or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

CLAIMS PROCEDURE AND LIMITATIONS

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred, within thirty days after delivery of the property (or in case of export traffic, within thirty days after delivery at port of export) or, in case of failure to make delivery, then within thirty days after a reasonable time, for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

(d) Any claim for loss, or damage or overcharge whether made by the consignee, consignor or a third party beneficiary, shall be in writing and shall be accompanied by original paid Bill for transportation and original Bill of Lading, if not previously surrendered to carrier. Carrier may require certificate or sworn statement of claim.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperation, packing and repacking at owner's cost.

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, at the time tender of delivery of the property entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to the tariff charge for storage and carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consignee can not be found at the address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided, that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale; provided, that, if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given in such manner as the exercise of the diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance, it shall be paid to the owner of the property sold hereunder.

(f) Where the carrier is directed to load property from (or render any service at) a place or places at which the consignor or his agent is not present, the property shall be at the risk of owner before loading.

Where the carrier is directed to unload or deliver property (or render any service at) a place or places at which the consignee or his agent is not present, the property shall be at the risk of owner after unloading or delivery.

ARTICLES OF EXTRAORDINARY VALUE, DOCUMENTS, SPECIE

Sec. 5 No Carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6 Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agents shipping such goods shall be liable for any indemnity the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

MOVER(CARRIER) WILL NOT RELINQUISH POSSESSION UNTIL ALL CHARGES ARE PAID

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing charges, storage and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges: Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property; and, (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, in the case of a shipment reconsigning or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsigning or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8 If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9 Any alteration, addition or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO.: 2020-233-T
CERTIFICATE OF SERVICE

I, DAVID R. SCHLOSSER, II, hereby certify that I have, on this 8th day of December 2020, served the **Notice of Appearance for Swamp Rabbit Moving, LLC**, upon the parties listed below by Electronic Mail:

Carri Grube Lybarker, Counsel
SC Department of Consumer Affairs
Post Office Box 5757
Columbia, South Carolina 29250
clybarker@scconsumer.gov

Christopher Sweet
Swamp Rabbit Moving, LLC
301 Kramer Court
Greer, South Carolina
swamprabbitmoving@gmail.com

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